

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FORWARD FINANCING LLC,

Plaintiff,

v.

GUIDUBALDI & ASSOCIATES, LLC, et al.,

Defendants.

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Case No. 16-CV-12406-LTS

ORDER ON MOTION TO DISMISS (DOC. 18)

April 11, 2017

SOROKIN, D.J.

Plaintiff, a Massachusetts company, alleges Defendants committed tortious interference by “directing” merchants to breach their contracts with Plaintiff. Doc. 1 at 7. Defendants have moved to dismiss, arguing venue is improper because neither of the Defendants and none of the merchants Defendants allegedly “direct[ed]” is in Massachusetts.¹ Doc. 18 at 5-6. This argument fails. According to the Complaint, Defendants knew about the merchants’ contracts with Plaintiff and intentionally interfered with those contracts. Doc. 1 at 7. Because Plaintiff is “headquartered in [Massachusetts], this district is one of the places where the tortious interference . . . occurred and where the harms from” Defendants’ alleged torts “were felt.”

Astro-Med, Inc. v. Nihon Kohden America, Inc., 591 F.3d 1, 12 (1st Cir. 2009) (citation omitted). Moreover, the Court notes that neither of the two Defendant corporations challenges that it was “subject to personal jurisdiction” in this District at the time this action “commenced”;

¹ Defendants also argued this action should yield to a similar lawsuit between the parties in Illinois. See Doc. 18 at 2. However, that lawsuit has been dismissed, see Doc. 20-1, so that argument is moot.

thus, Defendants are “deemed to reside” in this District “[f]or purposes of venue.” Id. at 11 n.6 (quoting 28 U.S.C. § 1391(c)) (internal quotation marks omitted). For these reasons, the Court finds venue in this District is “proper” under 28 U.S.C. § 1391(a)(2). Id. at 11-12. The Motion to Dismiss (Doc. 18) is DENIED.

SO ORDERED.

/s/ Leo T. Sorokin
Leo T. Sorokin
United States District Judge